

6343-a

SECOND AMENDMENT TO EQUIPMENT LEASE

RECORDATION NO. _____ Filed & Recorded

Re: Chicago, Milwaukee, St. Paul
and Pacific Railroad Company
(M. R. Trust No. 11)

FEB 11 1972 - 10 21 AM

INTERSTATE COMMERCE COMMISSION

THIS SECOND AMENDMENT TO EQUIPMENT LEASE dated as of January 15, 1972 among TRUST COMPANY FOR USL, INC., not in its individual capacity but solely as Trustee under a Trust Agreement dated as of July 1, 1971 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation as Agent for Lessor (the "Agent") and CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, a Wisconsin corporation (the "Lessee");

W I T N E S S E T H:

WHEREAS, the Lessor, the Lessee and the Agent have heretofore executed and delivered that certain Equipment Lease dated as of July 1, 1971 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in the Schedules attached to said Lease;

WHEREAS, the said Lease was filed for record in the Office of the Secretary of the Interstate Commerce Commission at 12:10 P.M. on October 8, 1971 and has been assigned Recordation No. 6343;

WHEREAS, a First Amendment to Equipment Lease dated as of July 1, 1971 was executed by the parties but not recorded with the Interstate Commerce Commission; and

WHEREAS, the Lessor, the Lessee and the Agent desire to further amend the Lease as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Lessee and the Agent hereby covenant and agree that the Lease shall be deemed to be and it is hereby amended as follows:

1. Schedule A-1 to the Lease, as amended, shall be and the same is hereby deleted and Schedule A-1 attached hereto shall be substituted in lieu thereof.

2. Schedule A-2 to the Lease, as amended, shall be and the same is hereby deleted and Schedule A-2 attached hereto shall be substituted in lieu thereof.

3. Schedule C to the Lease, as originally executed, shall be and the same is hereby deleted and Schedule C attached hereto shall be substituted in lieu thereof.

Any and all notices, requests, certificates and other instruments executed and delivered after the execution and delivery of this Second Amendment to Equipment Lease may refer to "Equipment Lease dated as of January 15, 1972" without making specific references to this Second Amendment; but nevertheless all such references shall be deemed to include this Second Amendment unless the context shall otherwise require.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Equipment Lease to be executed by their respective officers thereunder duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

(Corporate Seal)

Attest:

Joanne L. Miller
Assistant Secretary

TRUST COMPANY FOR USL, INC.,
as Trustee under M.R. Trust No. 11

By B. Maushardt
President LESSOR

CHICAGO, MILWAUKEE, ST. PAUL AND
PACIFIC RAILROAD COMPANY

By L. H. H. H. H. H.
Its Vice President - Finance & Accounting LESSEE

(Corporate Seal)

Attest:

J. J. J. J. J.
Secretary

UNITED STATES LEASING
INTERNATIONAL, INC.

By [Signature]
Its Senior Vice President AGENT AS AFORESAID

(Corporate Seal)

Attest:

Joanne L. Miller
Assistant Secretary

SCHEDULE A-1
(to Equipment Lease)

MANUFACTURER:	GUNDERSON, INC.
PLANT OF MANUFACTURER:	Portland, Oregon
DESCRIPTION OF EQUIPMENT:	200 60-foot 100-ton single sheath box cars bearing road numbers MILW 6100 to 6299, both inclusive.
BASE PRICE:	\$4,335,196.00 (i.e., \$21,675.98 per Item)
DELIVER TO:	Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Portland, Oregon
ESTIMATED DELIVERY DATES:	November - December, 1971
FIXED RENTAL PAYMENTS:	Thirty rental payments, in advance, at \$1,153.27 each per Item of Equip- ment (total each payment of \$230,654.00 for 200 Items).
Lessee:	Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Trustor:	First Wisconsin National Bank of Milwaukee
Assignee of Manufacturer:	The First National Bank of Chicago

SCHEDULE A-2
(to Equipment Lease)

MANUFACTURER:	PACIFIC CAR AND FOUNDRY COMPANY
PLANT OF MANUFACTURER:	Renton, Washington
DESCRIPTION OF EQUIPMENT:	325 50'6" 70-ton single sheath box cars bearing road numbers MILW 52510 to 52834, both inclusive.
BASE PRICE:	\$5,197,474.75 (i.e., \$15,992.23 per Item)
DELIVER TO:	Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Renton, Washington
ESTIMATED DELIVERY DATES:	October - December, 1971
FIXED RENTAL PAYMENTS:	Thirty (30) semiannual rental payments, in advance, at \$850.87 each per Item of Equipment (Total each semiannual payment \$276,532.75 for 325 Items).
Lessee:	Chicago, Milwaukee, St. Paul and Pacific Railroad Company
Trustor:	First Wisconsin National Bank of Milwaukee
Assignee of Manufacturer:	The First National Bank of Chicago

CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD COMPANY

SCHEDULE OF CASUALTY VALUE

The Casualty Value of an Item of Equipment payable on any Fixed Rental Payment Date shall mean an amount equal to the percent of Total Cost of such Item, including all taxes and delivery charges, set forth opposite such Rental Payment Date in the following schedule:

<u>Fixed Rental Payment Date on which Casualty Value is Paid (Payment in Lieu of Fixed Rent Payment)</u>	<u>Casualty Value Payable Per Item</u>
August 1, 1972	103.375
February 1, 1973	103.625
August 1, 1973	103.625
February 1, 1974	103.250
August 1, 1974	102.375
February 1, 1975	101.375
August 1, 1975	98.625
February 1, 1976	97.000
August 1, 1976	95.125
February 1, 1977	92.875
August 1, 1977	85.500
February 1, 1978	82.375
August 1, 1978	78.750
February 1, 1979	75.000
August 1, 1979	66.000
February 1, 1980	63.125
August 1, 1980	60.875
February 1, 1981	58.375
August 1, 1981	55.875
February 1, 1982	53.125
August 1, 1982	50.125
February 1, 1983	47.125
August 1, 1983	43.875
February 1, 1984	40.375
August 1, 1984	36.750
February 1, 1985	32.875
August 1, 1985	28.750
February 1, 1986	24.500
August 1, 1986	19.875
Thereafter	15.000

Schedule C
(to Equipment Lease)

STATE OF CALIFORNIA

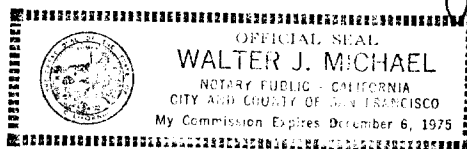
CITY AND COUNTY OF SAN FRANCISCO)

) SS

On this 1st day of February, 1974 before me personally appeared BEN MAUSHARDT, to me personally known, who being by me duly sworn, says that he is the President of TRUST COMPANY FOR USL, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

My commission expires:



STATE OF CALIFORNIA

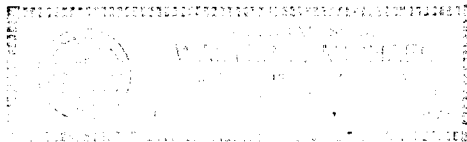
CITY AND COUNTY OF SAN FRANCISCO)

) SS

On this 1st day of February, 1974 before me personally appeared DOUGLAS C. KAY, to me personally known, who being by me duly sworn, says that he is the Senior V.P. President of UNITED STATES LEASING INTERNATIONAL, INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

My commission expires:



STATE OF ILLINOIS)

COUNTY OF COOK)

) SS

On this 28th day of January, 1972, before me personally appeared R. F. Kratochwill, to me personally known, who being by me duly sworn, says that he is the Vice President - Finance and Accounting of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

My commission expires: April 23, 1975

F. F. Kratochwill

Interstate Commerce Commission
Washington, D. C.

RECORDED NO. 6343-B
FILED & RECORDED

FEB 11 1977 11 23 AM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Enclosed for recordation under the provisions of Section 20(c) of the Interstate Commerce Act, as amended, are the original and four counterparts of a Third Amendment to Equipment Lease dated as of April 1, 1976.

The original Lease was filed with the Interstate Commerce Commission on October 8, 1971, and assigned Recordation No. 6343.

A general description of the railroad rolling stock covered by the enclosed documents is set forth in Schedule A-1 attached to this letter and made a part hereof.

The names and addresses of the parties are:

Lessor under Third
Amendment to Equip-
ment Lease:

Trust Company for USL, Inc.
1211 22nd Street
Oak Brook, Illinois 60521

Agent under Third
Amendment to Equip-
ment Lease:

United States Leasing
International, Inc.
633 Battery Street
San Francisco, California 94111

Lessee under Third
Amendment to Equip-
ment Lease:

Chicago, Milwaukee, St. Paul
and Pacific Railroad
516 West Jackson Boulevard
Chicago, Illinois 60606

The undersigned is Lessee under the Third Amendment to Equipment Lease and has knowledge of the matters set forth therein.

Please return the original and two copies of the Third Amendment to Equipment Lease to Robert P. Davis, Chapman and Cutler, 111 West Monroe Street, Chicago, Illinois 60603.

Enclosed is a check in the amount of \$10.00 covering the required recording fee.

Very truly yours,

CHICAGO, MILWAUKEE, ST. PAUL
AND PACIFIC RAILROAD

By

Michael D. Sullivan

Enclosures

RECEIVED
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I.C.C. OPERATIONS
FEE OPERATIONS
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10
ICC

SCHEDULE A-1

MANUFACTURER: GUNDERSON, INC.

PLANT OF MANUFACTURER: Portland, Oregon

DESCRIPTION OF EQUIPMENT: 200 60-foot 100-ton single sheath box cars bearing road numbers MILW 6100; 6101; 6103; 6105-6107, both inclusive; 6109-6121, both inclusive; 6123-6125, both inclusive; 6127; 6129-6137, both inclusive; 6139-6151, both inclusive; 6155; 6157-6160, both inclusive; 6162-6166, both inclusive; 6168-6175, both inclusive; 6177-6180, both inclusive; 6182-6186, both inclusive; 6188-6204, both inclusive; 6207; 6209-6217, both inclusive; 6219; 6222-6228, both inclusive; 6230; 6232-6237, both inclusive; 6239-6244, both inclusive; 6246; 6247; 6249-6252, both inclusive; 6255-6259, both inclusive; 6261; 6263; 6264; 6266; 6267; 6271-6273, both inclusive; 6275-6280, both inclusive; 6282-6284, both inclusive; 6286; 6287; 6289-6299, both inclusive; and 4253-4291, both inclusive.

BASE PRICE: \$4,335,196.00 (i.e., \$21,675.98 per Item)

DELIVER TO: Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Portland, Oregon

ESTIMATED DELIVERY DATES: November - December, 1971

FIXED RENTAL PAYMENTS: Thirty rental payments, in advance, at \$1,153.27 each per Item of Equipment (total each payment of \$230,654.00 for 200 Items)

LESSEE:

Chicago, Milwaukee, St. Paul and
Pacific Railroad Company

TRUSTOR:

First Wisconsin National Bank of
Milwaukee

ASSIGNEE OF MANUFACTURER:

The First National Bank of Chicago